

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SAN FRANCISCO DIVISION OF JUDGES**

**BODEGA LATINA CORPORATION
d/b/a EL SUPER**

Respondent,

**Case 21-CA-183276
Honorable Eleanor Laws**

and

**UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 324**

Charging Party.

**BODEGA LATINA’S MOTION FOR APPROVAL OF “FULL-REMEDY”
CONSENT ORDER AND REQUEST FOR EXPEDITED CONSIDERATION**

In this case, the General Counsel alleges that Bodega Latina Corporation (Bodega) showed an employee (Mireya Beltran Pineda) an email “which implied” that Bodega would consider her pro-union status when determining whether to approve a vacation request and subsequently failed to pay her several days of accrued vacation (about \$550.00). [Complaint ¶¶ 6, 7; attached for reference as Exhibit A.] Bodega denies the allegation, but acknowledges some administrative confusion over the vacation payment request, which resulted from a separate and contemporaneous vacation payment to Pineda, coordinated through the union that represents employees at that store. Accordingly, Bodega moves to resolve this case as expressly allowed under *United States Postal Service (USPS)*, 364 NLRB No. 116 (2016). Bodega Latina offers a “full remedy for all of the violations alleged in the complaint.” *Id.* at *2. The proposed Consent Order remedies the single issue in this case involving a single vacation-payment claim related to a single employee at a single store with a standard Board Order, a sixty-day notice posting at Pineda’s store, and payment of the vacation time in question (\$550.00, according to the Counsel for General Counsel). [Proposed Consent Order documents attached as Exhibit B.]

The CGC and Charging Party oppose the Consent Order because they want a “formal” settlement that includes a default judgment provision and a notice posting/reading at all seven of Bodega’s unionized stores in California. [Exhibit A, p. 3.] But the Board cannot order a default judgment provision, which would violate Bodega’s § 10(f) right to appeal a Board decision to the federal courts¹; a default judgment does not relate to the “full remedy” issue in any event as it applies only to enforcement procedures²; the Complaint contains no allegation that could conceivably warrant a notice posting at six wholly unrelated stores³; and the Complaint certainly contains no allegations that could warrant a notice reading at any store.⁴ Thus, the proposed Consent Order “includes all the relief that the aggrieved party would receive under the Board’s

¹ See also *USPS*, 364 NLRB at *3, n.5 (“The dissent further errs in stating that under today’s decision, ‘the respondent must agree to accept a default judgment.’ As any reader of the decision will confirm, the decision says no such thing. The consent order before us, which we disapprove for other reasons, provides for entry of a default judgment in the event that the respondent violates the order, but only because the respondent proposed that provision. One need look no further than *General Electric*, the original ‘full remedy’ consent-order case, to find an approved consent order that contains no provision for a default judgment.”).

² *USPS*, 364 NLRB at *5 (“[A]n agreement’s default judgment language (with or without a 6-month sunset clause) has nothing to do with whether employees receive a ‘full remedy.’ The completeness of the remedy relates to the agreement’s substantive terms (which, depending on the type of case, may involve backpay, reinstatement, a cease-and-desist order, and a remedial posting requirement). An agreement’s default judgment language, and any 6-month limitation on any default judgment, only relates to the process by which the Board would enforce the settlement in the event of a breach. Whether the settlement affords a ‘full remedy’ is determined by the substantive commitments set forth in the agreement, which are different from what occurs if the Respondent fails to abide by those commitments.”) (Miscimarra dissenting).

³ *USPS*, 364 NLRB at *5, n.20 (“In support of their conclusion that the settlement agreement fails to provide a full remedy [due to a six-month sunset clause], my colleagues (rightly) do not cite the absence of district-wide notice posting” as requested in the Complaint) (Miscimarra dissenting).

⁴ *USPS*, 364 NLRB at *4 (“The complaint alleged that the Respondent violated Section 8(a)(1) by threatening its employees with more vigorous enforcement of work rules if they chose to be represented by a union steward or sought support and/or assistance from a union. *The typical remedy for such violations is a cease-and-desist order and a notice posting.*”) (emphasis added).

established remedial practices were the case successfully litigated by the General Counsel to conclusion before the Board,” and “further proceedings could not result in any changes in the proposed order and notice that would be more favorable to the General Counsel and charging party.” *Id.* at *4. Approving Bodega’s proffered Consent Order also “effectuates the purposes and policies of the Act” and serves the interests of “administrative economy.” *Id.* Therefore, Bodega respectfully requests that the ALJ approve the attached Consent Order and Notice Posting (Posting prepared by the CGC during settlement discussions) as allowed by *USPS*.⁵

Bodega further requests that the ALJ give this request expedited consideration given the impending April 3, 2017 scheduled hearing date, which this Motion should moot.

RESPECTFULLY SUBMITTED this 16th day of March, 2015.

By /s/ Steven D. Wheelless
STEPTOE & JOHNSON LLP
201 East Washington Street, Suite 1600
Phoenix, Arizona 85004-2382
602-257-5200
swheelless@steptoe.com

Attorneys for Bodega Latina Corporation

⁵ The CGC and CP will likely argue that the ALJ should not approve a non-default Consent Order because the UFCW previously filed ULP charges against Bodega, a few of which resulted in Complaints. But that “recidivist” argument fails because: (1) the General Counsel has never proven any ULP violation by Bodega (Bodega settled those cases with either Region or ALJ approval; two examples of ALJ-only-approved settlements attached as Exhibit C), (2) the CGC cannot use a settlement agreement to support a recidivist claim per *Steve’s Sash & Door Co.*, 164 NLRB 468, 476 (1967); *see also Parker Seal Co.*, 233 NLRB 332, 335 (1977) (settlements are not competent evidence of prior alleged unlawful conduct by the settling party); and (3) as noted above, the Board expressly holds that a “full-remedy” *USPS* Consent Order resolution does not require a default judgment (nor could it as the Board cannot order a default judgment, and a default judgment applies only to enforcement procedures, not substantive remedies).

ORIGINAL of the foregoing efiled
with the Division of Judges of the
National Labor Relations Board
this 16th day of March 2017, to:

The Honorable Eleanor Laws
San Francisco Division of Judges

COPY of the foregoing emailed this
16th day of March 2017, to:

United Food and Commercial Workers Union, Local 324
Counsel for Charging Party
Travis West; twest@gslaw.org

Elivra Pereda,
Counsel for General Counsel
Elvira.Pereda@nlrb.gov

/s/ Elizabeth Alvarado

EXHIBIT A

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Region 21**

**BODEGA LATINA CORPORATION DBA
EL SUPER**

Case 21-CA-183276

and

**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 324**

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 324 (Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that BODEGA LATINA CORPORATION DBA EL SUPER (Respondent) has violated the Act as described below.

1. (a) The charge in this proceeding was filed by the Union on August 30, 2016, and a copy was served on Respondent by U.S. mail on September 1, 2016.

(b) The amended charge in this proceeding was filed by the Union on December 22, 2016, and a copy was served on Respondent by U.S. mail on December 23, 2016.

2. (a) At all material times, Respondent, a California corporation, with its principal offices located at 14601-B Lakewood Boulevard, Paramount, California, and retail stores located at 9170 Woodman Avenue, Arleta, California; 960 West Arrow Highway, Covina, California; 1301 East Gage Avenue, Los Angeles, California; 10531 South Carmenita Road, Santa Fe Springs, California; 1100 West Slauson, Los Angeles, California; 650 North Euclid

Street, Anaheim, California; and 3321 West Century Boulevard, Inglewood, California, has been engaged in the operation of retail grocery stores.

(b) In conducting its operations during the 12-month period ending November 30, 2016, a representative period, Respondent derived gross revenues in excess of \$500,000 and purchased and received at its Paramount, California facility goods valued in excess of \$5,000 directly from points outside the state of California.

3. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

4. (a) At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Jose Luna	Store Manager
Angelica Lima	Human Resources Manager

6. About April 2016, Respondent, by Jose Luna, gave an employee an e-mail dated March 29, 2016, which implied that the employee's pro union status would be a factor in determining whether Respondent granted the employee's request for using accrued vacation leave.

7. (a) About April 2016, Respondent refused employee Mireya Beltran Pineda's request to use accrued vacation hours to cover leave taken under the Family Medical Leave Act and/or the California Family Rights Act.

(b) Respondent engaged in the conduct described above in paragraph 7(a) because the named employee of Respondent assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

8. By the conduct described above in paragraph 6, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

9. By the conduct described above in paragraph 7, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

10. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 6 and 7, the General Counsel seeks an order requiring that the Notice to Employees be read by Respondent in English and Spanish to assembled employees at each of the stores referred to above in paragraph 2(a) during paid working time. Attendance at the Notice reading shall be mandatory for all employees. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before January 26, 2017, or postmarked on or before January 25, 2017.**

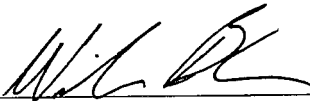
Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **April 3, 2017**, at 1:00 pm at The National Labor Relations Board, Region 21, 888 S. Figueroa Street, Ninth Floor, Hearing Room 902, Los Angeles, CA, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: January 12, 2017



William B. Cowen, Regional Director
National Labor Relations Board, Region 21
888 S. Figueroa, Street, Ninth Floor
Los Angeles, CA 90017

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

(OVER)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 21-CA-183276

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Steptoe & Johnson, LLP
Attn.: Lawrence A. Katz, Attorney at Law
Attn.: Chris M Suffecool, Attorney at Law
201 East Washington Street, Suite 1600
Phoenix, AZ 85004

Ryan Spillers, Attorney at Law
Gilbert & Sackman
3699 Wilshire Boulevard, Suite 1200
Los Angeles, CA 90010

Bodega Latina Corporation dba El Super
14601-B Lakewood Boulevard
Paramount, CA 90723

United Food and Commercial Workers
Union, Local 324
8530 Stanton Avenue
Post Office Box 5004
Buena Park, CA 90622-5004

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

EXHIBIT B

**UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
CONSENT ORDER AGREEMENT
APPROVED BY AN ADMINISTRATIVE LAW JUDGE**

IN THE MATTER OF

BODEGA LATINA CORPORATION D/B/A EL SUPER

Case 21-CA-183276

Subject to the approval of the Administrative Law Judge for the National Labor Relations Board, the Charged Party **HEREBY AGREES TO RESOLVE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE - After the Administrative Law Judge has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date the Notices and immediately post them in prominent locations where such notices are normally posted at its store located at 650 N. Euclid Street, Anaheim, California. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE - The Charged Party will comply with all the terms and provisions of said Notice.

REQUESTED VACATION PAY - \$550.00.

SCOPE OF THE AGREEMENT - This Agreement settles only the allegations in the above-captioned case, including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT - If the Charging Party and/or Counsel for the General Counsel fails or refuses to become a party to this Agreement, and in the Administrative Law Judge's discretion it will effectuate the policies of the National Labor Relations Act per *United States Postal Service (USPS)*, 364 NLRB No. 116 (2016), the Administrative Law Judge, after providing such party opportunity to state on the record or in writing its reasons for opposing the Agreement, may approve the Agreement. Any party aggrieved by the ruling of the Administrative Law Judge approving the Agreement may ask for leave to appeal to the Board provided in Section 102.26 of the Rules and Regulations of the Board.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY - Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No SDW

Initials

Initials

PERFORMANCE - Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Administrative Law Judge, or if the Charging Party or Counsel for the General Counsel do not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no appeal has been filed or that the Board has

sustained the Administrative Law Judge. If appeal is taken to the Board and the Board sustains this Agreement, it will remand the case to the ALJ or Regional Director for securing compliance with its terms.

NOTIFICATION OF COMPLIANCE - Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party or Counsel for the General Counsel does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no appeal has been filed or that the Board has sustained the Administrative Law Judge. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

CHARGED PARTY BODEGA LATINA CORPORATION d/b/a EL SUPER		CHARGING PARTY UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 324	
By:	Date	By:	Date
Name and Title:		Name and Title:	
Recommended By: Elvira Pereda, NLRB Attorney	Date	Approved By Administrative Law Judge	Date

APPENDIX A

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT prohibit you from using accrued vacation hours to cover leave taken under the Family Medical Leave Act or the California Family Rights Act because of your Union and/or protected concerted activities.

WE WILL NOT tell you that your Union support will be considered a factor in determining whether you receive payment for your requested vacation leave.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL make employee Mireya Beltran Pineda whole for any wages, plus interest, or other benefits she lost because of not being permitted to use her accrued vacation hours and

WE WILL compensate the employee for any adverse tax consequences

**BODEGA LATINA CORPORATION
DBA EL SUPER**

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to

file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

888 S Figueroa St Fl 9
Los Angeles, CA 90017-5449

Telephone: (213)894-5200
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

DRAFT

EXHIBIT C

**UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT
APPROVED BY AN ADMINISTRATIVE LAW JUDGE**

IN THE MATTER OF

BODEGA LATINA CORPORATION D/B/A EL SUPER

Case 28-CA-170463

Subject to the approval of the Administrative Law Judge for the National Labor Relations Board, the Charged Party **HEREBY AGREES TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Administrative Law Judge has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent locations where such notices are normally posted at its stores located at 5127 W. Indian School Rd. and 3130 E. Thomas Rd. in Phoenix, AZ. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BACKPAY — None.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

NON-ADMISSION — By entering into this Agreement, the Charged Party does not admit to violating the National Labor Relations Act.

PARTIES TO THE AGREEMENT — If the Charging Party and/or Counsel for the General Counsel fails or refuses to become a party to this Agreement, and in the Administrative Law Judge's discretion it will effectuate the policies of the National Labor Relations Act, the Administrative Law Judge, after providing such party opportunity to state on the record or in writing its reasons for opposing the Agreement, may approve the Agreement. Any party aggrieved by the ruling of the Administrative Law Judge approving the Agreement may ask for leave to appeal to the Board provided in Section 102.26 of the Rules and Regulations of the Board.

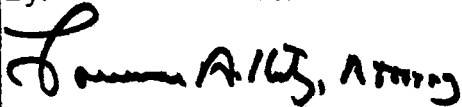
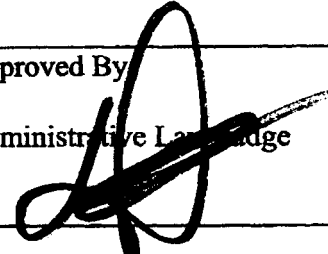
AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____
 Initials

No JKA
 Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Administrative Law Judge, or if the Charging Party or Counsel for the General Counsel does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no appeal has been filed or that the Board has sustained the Administrative Law Judge. This Agreement shall be remanded by the Administrative Law Judge or the Regional Director for securing compliance with its terms.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party or Counsel for the General Counsel does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no appeal has been filed or that the Board has sustained the Administrative Law Judge. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

CHARGED PARTY BODEGA LATINA CORPORATION d/b/a EL SUPER		CHARGING PARTY UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 99	
By: Name and Title 	Date 6-21-16	By: Name and Title	Date
Recommended By: Fernando Anzaldua, Field Attorney	Date	Approved By:  Administrative Law Judge	Date 6/21/16

**UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT
APPROVED BY AN ADMINISTRATIVE LAW JUDGE**

IN THE MATTER OF

BODEGA LATINA CORPORATION D/B/A EL SUPER

Case 28-CA-160763

Subject to the approval of the Administrative Law Judge for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Administrative Law Judge has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent locations where such notices are normally posted at its stores located at 5127 W. Indian School Rd. and 7502 W. Thomas Rd. in Phoenix, AZ. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BACKPAY — None.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

NON-ADMISSION — By entering into this Agreement, the Charged Party does not admit to violating the National Labor Relations Act.

APPROVAL OF UNILATERAL SETTLEMENT AGREEMENT — If the Charging Party and/or Counsel for the General Counsel fails or refuses to become a party to this Agreement, and in the Administrative Law Judge's discretion it will effectuate the policies of the National Labor Relations Act, the Administrative Law Judge, after providing such party opportunity to state on the record or in writing its reasons for opposing the Agreement, may approve the Agreement. Any party aggrieved by the ruling of the Administrative Law Judge approving the Agreement may ask for leave to appeal to the Board provided in Section 102.26 of the Rules and Regulations of the Board.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

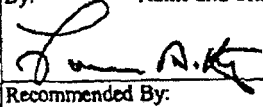
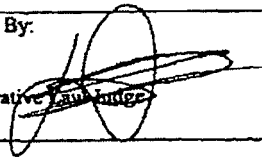
Yes _____
Initials

No JK
Initials

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receipt by the Charged Party of notice that no appeal has been filed or that the Board has sustained the Administrative Law Judge. This Agreement shall be remanded by the Administrative Law Judge to the Regional Director for securing compliance with its terms.

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CHARGED PARTY BODEGA LATINA CORPORATION d/b/a EL SUPER			CHARGING PARTY UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 99		
By:	Name and Title	Date	By:	Name and Title	Date
		2-16-16			
Recommended By:		Date	Approved By:		Date
Fernando Anzaldua, Field Attorney			 Administrative Law Judge		2/18/16